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8 Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 TYLER LAUBE,

16 Defendant.

No. CR 18-759-CJC

PLEA AGREEMENT FOR DEFENDANT
TYLER LAUBE

17
18 1. This constitutes the plea agreement between Tyler Laube
19 ("defendant") and the United States Attorney's Office for the Central
20 District of California ("the USAO") in the above-captioned case.
21 This agreement is limited to the USAO and cannot bind any other
22 federal, state, local, or foreign prosecuting, enforcement,
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:
26 a. At the earliest opportunity requested by the USAO and
27 provided by the Court, appear and plead guilty to count one of the
28 indictment in United States v. Robert Rundo et al, CR No. 18-759-CJC,

1 which charges defendant with Conspiracy, in violation of 18 U.S.C.
2 § 371.

3 b. Not contest facts agreed to in this agreement.

4 c. Abide by all agreements regarding sentencing contained
5 in this agreement.

6 d. Appear for all court appearances, surrender as ordered
7 for service of sentence, obey all conditions of any bond, and obey
8 any other ongoing court order in this matter.

9 e. Not commit any crime; however, offenses that would be
10 excluded for sentencing purposes under United States Sentencing
11 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
12 within the scope of this agreement.

13 f. Be truthful at all times with Pretrial Services, the
14 United States Probation Office, and the Court.

15 g. Pay the applicable special assessment at or before the
16 time of sentencing unless defendant lacks the ability to pay and
17 prior to sentencing submits a completed financial statement on a form
18 to be provided by the USAO.

19 THE USAO'S OBLIGATIONS

20 3. The USAO agrees to:

21 a. Not contest facts agreed to in this agreement.

22 b. Abide by all agreements regarding sentencing contained
23 in this agreement.

24 c. At the time of sentencing, provided that defendant
25 demonstrates an acceptance of responsibility for the offense up to
26 and including the time of sentencing, recommend a two-level reduction
27 in the applicable Sentencing Guidelines offense level, pursuant to
28

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSE

4 4. Defendant understands that for defendant to be guilty of
5 the crime charged in count one, that is, Conspiracy, in violation of
6 Title 18, United States Code, Section 371, the following must be
7 true: (1) Between the dates charged in the Indictment, there was an
8 agreement between two or more persons to commit at least one crime as
9 charged in the Indictment; (2) Defendant became a member of the
10 conspiracy knowing of its object and intending to help accomplish it;
11 and (3) One of the members of the conspiracy performed at least one
12 overt act for the purpose of carrying out the conspiracy.

13 PENALTIES

14 5. Defendant understands that the statutory maximum sentence
15 that the Court can impose for a violation of Title 18, United States
16 Code, Section 371, is: 5 years imprisonment; a 3-year period of
17 supervised release; a fine of \$250,000 or twice the gross gain or
18 gross loss resulting from the offense, whichever is greatest; and a
19 mandatory special assessment of \$100.

20 6. Defendant understands that supervised release is a period
21 of time following imprisonment during which defendant will be subject
22 to various restrictions and requirements. Defendant understands that
23 if defendant violates one or more of the conditions of any supervised
24 release imposed, defendant may be returned to prison for all or part
25 of the term of supervised release authorized by statute for the
26 offense that resulted in the term of supervised release, which could
27 result in defendant serving a total term of imprisonment greater than
28 the statutory maximum stated above.

1 guilty to the charge described in this agreement and to establish the
2 Sentencing Guidelines factors set forth in paragraph 15 below but is
3 not meant to be a complete recitation of all facts relevant to the
4 underlying criminal conduct or all facts known to either party that
5 relate to that conduct.

6 Between January and April 2017, defendant associated with
7 individuals involved in an organization originally known as the "DIY
8 Division," that was later re-branded as the "Rise Above Movement" or
9 "RAM." RAM represented itself as a combat-ready, militant group of a
10 new nationalist white supremacy and identity movement. RAM regularly
11 held hand-to-hand and other combat training for RAM members and
12 associates to prepare to engage in violent confrontations with
13 protestors and other individuals at political rallies. RAM leaders
14 organized the training sessions and attendance at political rallies
15 through phone calls and text messages. On March 15, 2017, defendant
16 attended one such combat training event in San Clemente, California.

17 On March 25, 2017, defendant attended a political rally in
18 Huntington Beach, California along with several RAM members. At that
19 event, defendant and several RAM members assaulted protestors and
20 other persons. Following that rally, RAM members used the Internet
21 to post photographs and videos of assaults committed by defendant and
22 other RAM members in order to recruit members to engage in violent
23 confrontations at future events.

24 SENTENCING FACTORS

25 10. Defendant understands that in determining defendant's
26 sentence the Court is required to calculate the applicable Sentencing
27 Guidelines range and to consider that range, possible departures
28 under the Sentencing Guidelines, and the other sentencing factors set

1 forth in 18 U.S.C. § 3553(a). Defendant understands that the
2 Sentencing Guidelines are advisory only, that defendant cannot have
3 any expectation of receiving a sentence within the calculated
4 Sentencing Guidelines range, and that after considering the
5 Sentencing Guidelines and the other § 3553(a) factors, the Court will
6 be free to exercise its discretion to impose any sentence it finds
7 appropriate up to the maximum set by statute for the crime of
8 conviction.

9 11. Defendant and the USAO agree to the following applicable
10 Sentencing Guidelines factors:

11 Base Offense Level: 14 U.S.S.G. § 2A2.2(a)
12 Defendant and the USAO reserve the right to argue that additional
13 specific offense characteristics, adjustments, and departures under
14 the Sentencing Guidelines are appropriate. Defendant understands
15 that defendant's offense level could be increased if defendant is a
16 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's
17 offense level is so altered, defendant and the USAO will not be bound
18 by the agreement to Sentencing Guideline factors set forth above.

19 12. Defendant understands that there is no agreement as to
20 defendant's criminal history or criminal history category.

21 13. Defendant and the USAO reserve the right to argue for a
22 sentence outside the sentencing range established by the Sentencing
23 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
24 (a)(2), (a)(3), (a)(6), and (a)(7).

25 WAIVER OF CONSTITUTIONAL RIGHTS

26 14. Defendant understands that by pleading guilty, defendant
27 gives up the following rights:

28 a. The right to persist in a plea of not guilty.

1 b. The right to a speedy and public trial by jury.

2 c. The right to be represented by counsel - and if
3 necessary have the court appoint counsel - at trial. Defendant
4 understands, however, that, defendant retains the right to be
5 represented by counsel - and if necessary have the court appoint
6 counsel - at every other stage of the proceeding.

7 d. The right to be presumed innocent and to have the
8 burden of proof placed on the government to prove defendant guilty
9 beyond a reasonable doubt.

10 e. The right to confront and cross-examine witnesses
11 against defendant.

12 f. The right to testify and to present evidence in
13 opposition to the charges, including the right to compel the
14 attendance of witnesses to testify.

15 g. The right not to be compelled to testify, and, if
16 defendant chose not to testify or present evidence, to have that
17 choice not be used against defendant.

18 h. Any and all rights to pursue any affirmative defenses,
19 Fourth Amendment or Fifth Amendment claims, and other pretrial
20 motions that have been filed or could be filed.

21 WAIVER OF APPEAL OF CONVICTION

22 15. Defendant understands that, with the exception of an appeal
23 based on a claim that defendant's guilty plea was involuntary, by
24 pleading guilty defendant is waiving and giving up any right to
25 appeal defendant's conviction on the offense to which defendant is
26 pleading guilty. Defendant understands that this waiver includes, but
27 is not limited to, arguments that the statute to which defendant is
28 pleading guilty is unconstitutional, and any and all claims that the

1 statement of facts provided herein is insufficient to support
2 defendant's plea of guilty.

3 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

4 16. Defendant agrees that, provided the Court imposes a total
5 term of imprisonment on all counts of conviction of no more than 51
6 months, defendant gives up the right to appeal all of the following:
7 (a) the procedures and calculations used to determine and impose any
8 portion of the sentence; (b) the term of imprisonment imposed by the
9 Court; (c) the fine imposed by the court, provided it is within the
10 statutory maximum; (d) to the extent permitted by law, the
11 constitutionality or legality of defendant's sentence, provided it is
12 within the statutory maximum; (e) the term of probation or supervised
13 release imposed by the Court, provided it is within the statutory
14 maximum; and (f) any of the following conditions of probation or
15 supervised release imposed by the Court: the conditions set forth in
16 General Orders 318, 01-05, and/or 05-02 of this Court; the drug
17 testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d);
18 and the alcohol and drug use conditions authorized by 18 U.S.C.
19 § 3563(b)(7).

20 17. The USAO agrees that, provided (a) all portions of the
21 sentence are at or below the statutory maximum specified above and
22 (b) the Court imposes a term of imprisonment of no less than 21
23 months, the USAO gives up its right to appeal any portion of the
24 sentence.

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

26 18. Defendant agrees that if, after entering a guilty plea
27 pursuant to this agreement, defendant seeks to withdraw and succeeds
28 in withdrawing defendant's guilty plea on any basis other than a

1 claim and finding that entry into this plea agreement was
2 involuntary, then the USAO will be relieved of all of its obligations
3 under this agreement.

4 EFFECTIVE DATE OF AGREEMENT

5 19. This agreement is effective upon signature and execution of
6 all required certifications by defendant, defendant's counsel, and an
7 Assistant United States Attorney.

8 BREACH OF AGREEMENT

9 20. Defendant agrees that if defendant, at any time after the
10 signature of this agreement and execution of all required
11 certifications by defendant, defendant's counsel, and an Assistant
12 United States Attorney, knowingly violates or fails to perform any of
13 defendant's obligations under this agreement ("a breach"), the USAO
14 may declare this agreement breached. All of defendant's obligations
15 are material, a single breach of this agreement is sufficient for the
16 USAO to declare a breach, and defendant shall not be deemed to have
17 cured a breach without the express agreement of the USAO in writing.
18 If the USAO declares this agreement breached, and the Court finds
19 such a breach to have occurred, then: (a) if defendant has previously
20 entered a guilty plea pursuant to this agreement, defendant will not
21 be able to withdraw the guilty plea; and (b) the USAO will be
22 relieved of all its obligations under this agreement.

23 COURT AND PROBATION OFFICE NOT PARTIES

24 21. Defendant understands that the Court and the United States
25 Probation Office are not parties to this agreement and need not
26 accept any of the USAO's sentencing recommendations or the parties'
27 agreements to facts or sentencing factors.
28

1 22. Defendant understands that both defendant and the USAO are
2 free to: (a) supplement the facts by supplying relevant information
3 to the United States Probation Office and the Court, (b) correct any
4 and all factual misstatements relating to the Court's Sentencing
5 Guidelines calculations and determination of sentence, and (c) argue
6 on appeal and collateral review that the Court's Sentencing
7 Guidelines calculations and the sentence it chooses to impose are not
8 error, although each party agrees to maintain its view that the
9 calculations in paragraph 15 are consistent with the facts of this
10 case. While this paragraph permits both the USAO and defendant to
11 submit full and complete factual information to the United States
12 Probation Office and the Court, even if that factual information may
13 be viewed as inconsistent with the facts agreed to in this agreement,
14 this paragraph does not affect defendant's and the USAO's obligations
15 not to contest the facts agreed to in this agreement.

16 23. Defendant understands that even if the Court ignores any
17 sentencing recommendation, finds facts or reaches conclusions
18 different from those agreed to, and/or imposes any sentence up to the
19 maximum established by statute, defendant cannot, for that reason,
20 withdraw defendant's guilty plea, and defendant will remain bound to
21 fulfill all defendant's obligations under this agreement. Defendant
22 understands that no one -- not the prosecutor, defendant's attorney,
23 or the Court -- can make a binding prediction or promise regarding
24 the sentence defendant will receive, except that it will be within
25 the statutory maximum.

26 NO ADDITIONAL AGREEMENTS

27 24. Defendant understands that, except as set forth in an
28 agreement entered into in a writing signed by all parties or on the

1 record in court, there are no promises, understandings, or agreements
2 between the USAO and defendant or defendant's attorney, except as set
3 forth in this agreement.


4 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

5 25. The parties agree that this agreement will be considered
6 part of the record of defendant's guilty plea hearing as if the
7 entire agreement had been read into the record of the proceeding.

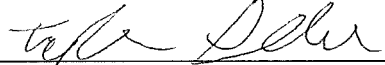
8 AGREED AND ACCEPTED

9 UNITED STATES ATTORNEY'S OFFICE
10 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

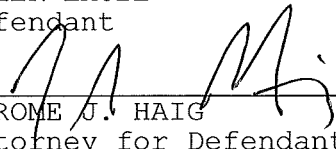
11 NICOLA T. HANNA
12 United States Attorney

13 
14 DAVID T. RYAN
Assistant United States Attorney

11/13/18
Date

15 
16 TYLER LAUBE
Defendant

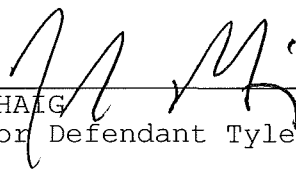
11/13/18
Date

17 
18 JEROME J. HAIG
Attorney for Defendant TYLER LAUBE

11/13/18
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am Tyler Laube's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: except as set forth in an agreement entered into in a writing signed by all parties or on the record in court, no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.



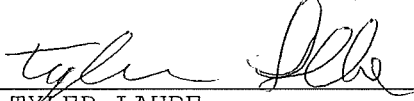
JEROME J. HAIG
Attorney for Defendant Tyler Laube

11/13/18

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. Except as set forth in an agreement entered into in a writing signed by all parties or on the record in court, no promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.



TYLER LAUBE
Defendant



Date